

(NMCDHH Letterhead)

(Date)

**FILED/ACCEPTED**  
**OCT 11 2007**  
Federal Communications Commission  
Office of the Secretary

TRS Certification Program  
Consumer & Governmental Affairs Bureau  
Federal Communications Commission  
Washington, D.C. 20554

**RE: State of New Mexico Application for Renewal of Certification of its TRS Program**

The New Mexico Commission for the Deaf and Hard of Hearing is authorized by state statutes to function as TRS Administrator. In accordance with the FCC's Public Notice dated \_\_\_(date)\_\_\_ we are pleased to submit this application for renewal of certification of New Mexico's TRS Program. By submittal of this application, I hereby certify that Relay New Mexico complies with all requirements of the FCC's TRS rules

Following in narrative form is a description of New Mexico's TRS program and of its compliance with the FCC's TRS Rules. The appendix includes the following documentation in support of New Mexico's TRS program:

**Appendix 1:** Historical overview of TRS in New Mexico.

**Appendix 2:** RFP currently in effect which requires the TRS provider to be compliant with FCC requirements. (pp. 16, 17.)

**Appendix 3:** Current contract between the State of New Mexico and the TRS provider, New Mexico Relay Network (with Sprint as subcontractor), which provides for procedures and remedies for enforcing any requirements imposed by the FCC and the State of New Mexico. See Section 4, Contract Termination, and Section 5, Termination for Cause. (p. 3.)

**Appendix 4:** Copy of Relay New Mexico brochure that includes a description of complaint procedures.

Please contact me if you need additional information to assist you with the re-certification process.

Sincerely yours,

Thomas Dillon III, TRS Administrator  
Executive Director

No. of Copies rec'd 0  
List A B C D E

## HISTORICAL OVERVIEW OF TRS IN NEW MEXICO

In January 1993, as a result of Title IV of the Americans with Disabilities Act, the state's TRS program was included in the State of New Mexico Telecommunications Access Act, Section 63-9F-6, which also assigns responsibility for the program to the New Mexico Commission for Deaf and Hard of Hearing Persons (commission):

- A. The commission (NMCDHH) shall administer a telecommunications relay system that enables impaired individuals to communicate with unimpaired individuals.
- B. The commission shall invite proposals or bids, or both, from telecommunications companies to design and implement a telecommunications relay system. The commission shall comply with the provisions of the Procurement Code [13-1-28-NMSA 1978] in contracting for the services and property required. The commission shall consider the factors of price and the interest of the community of impaired individuals in having access to a high quality and technologically advanced system. New Mexico residency shall be given a weight of five percent of the total weight of all evaluation factors in a proposal evaluation. Any business that qualifies as a "resident business" as defined in Section 13-1-21 NMSA 1978 shall receive a five percent preference. In the procurement process, the commission shall request and consider the recommendations of the communications assistants who have provided the voice relay service used in the state.
- C. If the commission determines that no proposal or bid is acceptable after review, the commission may provide the telecommunications relay system.
- D. The telecommunications relay system shall:
  - (1) Be available statewide for operation twenty-four hours a day every day of the year;
  - (2) Relay all messages promptly and accurately;
  - (3) Protect and maintain the privacy of individuals using the system;
  - (4) Preserve the confidentiality of all telephone communications; and
  - (5) Conform to all applicable standards established by state and federal laws and regulations adopted pursuant to those laws.

These statutes also established a funding mechanism for New Mexico's TRS program by imposing a surcharge of thirty-three hundredths percent (.33%) on the gross amount paid by customers for:

- (1) Intrastate telephone services, other than mobile telecommunications services, provided in this state; and
- (2) Intrastate mobile telecommunications services that originate and terminate in the same state, regardless of where the mobile telecommunications services originate, terminate or pass through, provided by home service providers to customers whose place of primary use is in New Mexico.

These statutes require that the collected surcharges be remitted monthly to the Taxation and Revenue Department, on or before the twenty-fifth of the month following collection. In turn, the Taxation and Revenue Department remits to the Telecommunications Access Fund the amount of the telecommunications relay service surcharge collected within the month following the month in which the surcharge is collected.

Procurement of TRS services in New Mexico has been via competitive bidding under the joint direction of the Department of General Services and the New Mexico Commission for the Deaf and the Hard of Hearing. Since July 1, 1993, a succession of contracts have been awarded to

New Mexico Relay Network (NMRN), a non-profit organization, to provide TRS. Sprint Communications, LP, is a subcontractor.

The most recent contract between the State and NMRN covers the period of July 1, 2005, to June 30, 2008. The State has a strong preference for in-state contractors and services. NMRN operates a TRS call center in Albuquerque, New Mexico. According to the terms of the contract, 80% of the calls must be handled at this site. Calls that originate in New Mexico are routed to this facility during its business hours of 6 a.m. to midnight daily. At other times, calls are routed to other call centers in Sprint's TRS network around the country.

#### RE-CERTIFICATION: COMPLIANCE WITH THE FCC'S TRS RULES

FCC TRS Rules, 47 C.F.R. § 64.605 (a) (b) and (c), require the State to apply for TRS Certification and then apply for renewal of that certification every five years. New Mexico's previous certification application was dated September 23, 2002, and approved by the FCC effective for the period of July 26, 2003 to July 25, 2008. According to (c) a state may apply for renewal of its certification up to one year prior to expiration. The renewal application must include documentation that:

A. Describes New Mexico's program for implementing intrastate TRS.

**See 'Historical Overview of TRS in New Mexico' above.**

B. Establishes that New Mexico's program meets or exceeds all operational, technical, and functional minimum standards contained in § 64.604.

1. The current Request for Proposals (RFP) requires that the services will be compliant with the FCC's operational, technical, and functional requirements. **See Appendix 2, p. 16.**
2. The RFP governing the current contract period, Section V.A.2, also stipulates (in all caps as shown below):

ALL MINIMUM STANDARDS AND REGULATIONS RELATING TO TRS ADOPTED BY THE FCC OR REGULATIONS CODIFIED BY FCC ARE HEREBY INCORPORATED BY REFERENCE AS MINIMUM STANDARDS REQUIRED IN THE CONTEXT OF THIS RFP, WHETHER OR NOT SAID STANDARDS ARE SPECIFICALLY MENTIONED, NAMED, OR REFERRED TO IN THIS RFP. **See Appendix 2, p. 17.**

3. In its proposal, the current contractor, New Mexico Relay Network, and its subcontractor, Sprint, responded:

"NMRN/Sprint has read, understands and will comply."

C. Establishes that there are adequate procedures and remedies for enforcing the requirements of New Mexico's program, including verification that makes available to TRS users informational materials about New Mexico and FCC complaint procedures – sufficient for users to know the proper procedures for filing complaints.

Enforcement procedures and remedies of New Mexico's TRS programs are contained in the contract language between the state and the contractor:

- 2.1 The contractor shall fully comply with the contents of Federal Communications Commission (FCC) docket 90-571, as amended and the State of New Mexico, Section 63-9F-6 NMSA, as amended. **See Appendix 3, p. 1.**

5. Termination for Cause: Either party may terminate the contract for cause based upon material breach of this contract by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach, which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct, the non-breaching party may declare the breaching party in default and terminate the contract effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law. **See Appendix 3, p. 3,**

D. Establishes that where New Mexico's program exceeds the mandatory minimum standards set forth in 64.604, it does not conflict with federal law.

There is only one difference between the technical standards of the State of New Mexico and the FCC: The former requires that the TRS facility shall "except during network failure, answer 85% of all calls within 9.9 seconds..." **See Appendix 2, V.A.1., p. 17.**

The FCC's TRS Rules requires that "TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds..."

The State has a higher standard than the FCC and therefore does not conflict with federal law.

## Contract Terms and Conditions.

THIS AGREEMENT is made and entered into by the Commission for Deaf and Hard of Hearing Persons (CDHH) of the State of New Mexico, herein after referred to as the "Agency", and New Mexico Relay Network, Inc. herein after referred to as the "Contractor."

### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. Definitions.

"Project Manager" means the individual assigned by the Agency to manage the project and to administer this Agreement. The Project Manager shall be Tom Dillon of CDHH or his designee.

#### 2. Scope of Work.

The Contractor agrees to provide:

- 2.1. An intrastate, Telecommunication Relay Services (TRS). The contractor will provide a high quality telecommunications relay service to all citizens of the State of New Mexico, operating 24 hours a day, 365 days a year. The contractor shall fully comply with the contents of Federal Communications Commission, (FCC) docket 90-571, as amended and the State of New Mexico, Section 63-9F-6 NMSA, as amended.
- 2.2. A fully operational TRS that is equipped with specialized equipment to process voice to text and text to voice service.
- 2.3. A minimum of five (5), 1-800 numbers for consumer use: one (1) dedicated to text, one (1) to voice, one (1) dedicated to Voice Carry Over, one (1) dedicated to Spanish-to-Spanish, and one (1) dedicated to Speech-to-Speech.
- 2.4. Adequate network facilities. The TRS shall transmit conversations between text and voice callers in real time. Adequate network facilities shall be used in conjunction with the TRS so that under projected calling volume the probability of a busy response due to loop or trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
- 2.5. Updated technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to persons with disabilities. VCO and HCO, 2 Line VCO, Captioned Telephones, Speech-to-Speech, Spanish-to-Spanish Technologies are required to be standard features of The TRS.
- 2.6. Maintain and install up to (15) public access Video Relay Services/Stations statewide.
- 2.7. Contractor will distribute up to four hundred (400) CapTel phones per year.
- 2.8. Provide Outreach in coordination with the CDHH. The CDHH will review, advise, and approve the annual outreach plan and activities.

## 2.9 Functional Standards:

- 2.9.1 Enforcement - Subject to FCC docket 90-571, §64.603, the FCC shall resolve any complaint alleging a violation of this section within 180 days after the complaint is filed.
- 2.9.2 Public access to information - Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of TRS.
- 2.9.3 Rates - TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

## 2.10 Jurisdictional Separation of Costs:

- 2.10.1 General - Where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set forth in the FCC's regulations adopted pursuant to section 410 of the Communications Act of 1934, as amended.
- 2.10.2 Costs caused by interstate TRS providers shall be recovered from the interstate jurisdiction. In a state that has a certified program under FCC §64.605, the state Agencies providing TRS shall, through the state's regulatory Agencies, permit a common carrier to recover costs incurred in providing TRS by a method consistent with the requirements of FCC docket 90-571.

## 2.11 Complaints:

- 2.11.1 Referral of complaint - If a complaint to the FCC alleges a violation of this subpart with respect to intrastate TRS within a state and certification of the program of such state under FCC §64.605 is in effect, the FCC shall refer such complaint to such state expeditiously.
- 2.11.2 Jurisdiction of the FCC - After referring a complaint to a state under paragraph (2.10.1), or if a complaint is filed directly with a state, the FCC shall exercise Jurisdiction over such complaint only if:
  - 2.11.2.1 Final action under such state program administered by the CDHH has not been taken
  - 2.11.2.2 180 days after the complaint is filed with such state: or
  - 2.11.2.3 A shorter period as prescribed by the regulations of such state: or
  - 2.11.2.4 The FCC determines that such state program is no longer qualified for certification under §64.605.

## 2.12 Performance Management and Reporting.

### 2.12.1 Call Answering.

- 2.12.1.1 After reaching the relay center, 85% of all calls are answered in 9.9 seconds or less, at any time during the day.
- 2.12.1.2 80% of inbounds relays calls are required to be processed in New Mexico.
- 2.12.1.3 Sampling. The service shall be measured by sampling the average answer time at a minimum of every 30 minutes for each 24-hour period.

2.12.1.4 A report of the monthly performance measurement statistics will be submitted to the contract administrator with the monthly invoice.

3 Contract Term:

3.1 This agreement represents the initial contract of the Request For Proposal No. 50-00-000-00066 commencing on July 1, 2005 and ending on June 30, 2008.

3.2 This Agreement shall terminate on June 30, 2008, unless terminated pursuant to Paragraph 4 and 5;

3.2.1 Upon mutual agreement, CDHH and the contractor, this contract may be extended for one (1) additional one-year term, or portions thereof. With the exception of price, CDHH expect all terms and conditions of this contract to apply to any option terms exercised. Any changes to terms and conditions are subject to mutual acceptance.

4 Contract Termination:

4.1 The following provisions are applicable in the event that the contract is terminated.

4.2 Termination for Convenience:

4.2.1 At any time, CDHH may terminate this contract, in whole or in part, by giving the contractor sixty (60) days written notice.

5 Termination for Cause:

Either party may terminate the contract for cause based upon material breach of this contract by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach, which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct, the non-breaching party may declare the breaching party in default and terminate the contract effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

6 Compensation.

All payments under this Agreement are subject to the following provisions.

6.1 Acceptance:

In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within fifteen (15) days from the date the Procuring Agency receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services.

6.2 Compensation:

6.2.1 The contractor agrees to perform billable work at the rate of \$1.13 per billable session minute for Traditional Relay Services (TRS) and;

6.2.2 \$1.45 per billable session minute for Captioned Telephone (CapTel) services.

- 6.2.3 The Contractor shall be reimbursed for expenses as follows: reimbursed for up to four hundred (400) CapTel phones at agreed upon rate of \$350 per phone.
- 6.2.4 Up to \$194,000 per year in outreach expenses in the purpose of promoting Relay and CapTel service.
- 6.2.5 Up to \$43,000 per year to maintain and install up to 15 VRS public access terminals statewide.
- 6.2.6 Total compensation for this contract is not to exceed \$2.0 million dollars for FY06, \$2.1 million dollars for FY 07 and \$2.2 million dollars for FY 08.

6.3 Payment of Invoice:

Payment shall be made monthly upon the receipt and acceptance of a detailed, certified Statement of Account. Payment will be made to the Contractor's designated mailing address and

- 6.3.1 Copy(s) of the monthly invoice(s) to purchase the CapTel phones
- 6.3.2 Contractor will be reimbursed for CapTel, Outreach and VRS expenses upon receipt of detailed statement, which outlines the components for each service.

6.4 Gross Receipts Tax:

The New Mexico Gross Receipts Tax levied on the amount payable under this agreement shall be paid:

- 6.4.1 ☐ By Contractor.
- 6.4.2 ☐ By Agency to Taxation & Revenue Dept. & TS-22.
- 6.4.3 ☐ By Agency to Contractor.
- 6.4.4 ☒ Contractor is exempt from gross receipts tax.

6.5 Invoices - Invoices shall be submitted to the Project Manager.

7 Status of Contractor.

The Contractor, and its agents and employees, are independent contractors performing professional services for the Procuring Agencies and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

8 Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Procuring Agency (CDHH).

9 Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Project Manager or his designee. The following subcontractor(s) has been approved to supply resources for this Agreement Sprint Communications, LP.

10 Records of Audit.

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Procuring Agency, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

11 Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Procuring Agency; to the Contractor. The Procuring Agency decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12 Release.

The Contractor, upon final payment of the amount due, under this Agreement, releases the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13 Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Project Managers.

14 Product of Service: Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Procuring Agencies no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Managers at the conclusion of the Agreement.

15 Conflict of Interest.

The Contractor warrants that it presently has no interest and shall not acquire any interest, directly or indirectly which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

16 Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17 Approval of Contractor Personnel.

17.1 Once work has commenced, no changes of the Executive Director will be made by the contractor or contractor's Board of Directors without the prior written consent of the Project Manager. Replacement of administrative personnel, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement of key personnel shall not be unreasonably withheld.

17.2 The Procuring Agency shall retain the right to request the removal of any of the Contractor's said administrative personnel at any time.

18 Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19 Notice.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

20 Equal Opportunity Compliance.

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21 Indemnification.

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors.

22 Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

23 Limitation of Liability.

The Contractor's liability to the Procuring Agencies for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Procuring Agencies claim. The foregoing limitation does not apply to Paragraph 21 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

24 Incorporation by Reference and Precedence.

24.1 This Agreement is derived from (1) the Request for Proposal, written clarification's to the Request for Proposals and Procuring Agencies response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

24.2 In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including attachments thereto and written responses to questions and written clarification's and (5) the Contractors response to the Request for Proposals.

25 Warranties.

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

26 Project Reporting.

The Contractor will provide quarterly status reports to the Project Managers. Status reports will include data on outreach activities, financial performance and operations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution:

BY: Rory V. Goe  
New Mexico Relay Network

6/12/05  
Date

Vendor ID Number 85-0394012 - CRS ID# 02-161722-008

BY: Thomas J. Silva, III  
State of New Mexico, Commission for Deaf and Hard of Hearing Persons

6/17/05  
Date

The following signature block is required for information system related professional services procurements. This Agreement has been approved for compliance with the Information and Communication Management Chief Information Officer

BY: [Signature]  
Chief Information Officer

6/20/05  
Date

This Agreement has been approved for compliance with applicable Procurement Regulations

BY: [Signature]  
State Purchasing Agent

6-20-05  
Date

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO: 02-161722-008

BY: [Signature]

6/20/05  
Date

AMENDMENT # 1  
STATE OF NEW MEXICO TELECOMMUNICATION RELAY SERVICES  
SPD No. 50-00-000-00066

THIS AGREEMENT is made and entered into by the Commission for Deaf and Hard of Hearing Persons (CDHH) of the State of New Mexico, herein after referred to as the "Agency", and New Mexico Relay Network, Inc. herein after referred to as the "Contractor."

Page 4, Section 6.2 under Paragraph 6.2.6: Replace the total compensations \$2.1 million dollars for FY07 and \$2.2 million dollars for FY08 with \$1.75 million dollars for FY07 and \$1.85 million dollars for FY08.

Delete:

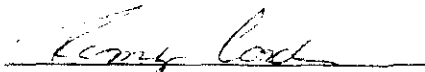
"Total compensation for this contract is not to exceed **\$2.0 million dollars** for FY06, **\$2.1 million dollars** for FY 07 and **\$2.2 million dollars** for FY 08."

Replace deletion with:

"Total compensation for this contract is not to exceed **\$2.0 million dollars** for FY06, **\$1.75 million dollars** for FY 07 and **\$1.85 million dollars** for FY 08."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution.

By:  Date: 8/29/07  
State of New Mexico, Commission for Deaf & Hard of Hearing Persons

By:  Date: 9/11/06  
New Mexico Relay Network  
Vender ID Number 85-0394012

The following signature block is required for information system related professional services procurements. This Agreement has been approved for compliance with the Information and Communication Management Chief Information Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Information Officer

This Agreement has been approved for compliance with applicable Procurement Regulations

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Purchasing Agent

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-161722-008

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

**DON'T MISS  
ANOTHER WORD!**

#### AMPLIFIED PHONES



#### CAPTIONED TELEPHONES



#### LOW VISION DISPLAYS



## EMPLOYMENT

Relay New Mexico is always seeking qualified applicants. If you have good typing, grammar, and communication skills, come by the office today. We offer paid training, flexible schedules, and health benefits. Starting pay is \$8.25 per hour + bonuses.

## CUSTOMER SERVICE

1-800-889-8353 v/tty

If you are calling to place a commendation or complaint, please be sure to include the operator identification number, which is given at the beginning and end of a call. Please also include the date/time of the call.

**To place a Relay call dial:**  
1-800-659-8331 (TTY Users)  
1-800-659-1779 (non-TTY Users)  
- OR -  
dial 7-1-1

**Relay New Mexico**  
3809 Eubank Blvd. NE  
Albuquerque, NM 87111  
(505)292-0454 v/tty  
[www.RelayNM.org](http://www.RelayNM.org)

**COMMENTS ABOUT RELAY  
SERVICES IN NEW MEXICO?**  
Contact the Commission for Deaf  
and Hard of Hearing (CDHH) at  
1.800.489.8536 v/tty

**RELAY**  
NEW MEXICO

**...a free service.**



**If you or someone  
you know has  
a hearing loss or  
speech impairment,  
contact us today.**

(505)292-0454 / [www.RelayNM.org](http://www.RelayNM.org)

## IS IT REALLY FREE?

Relay New Mexico is  
your tax dollars at work.  
If you live within New Mexico  
and have a hearing loss or  
speech impairment, you qualify  
to receive a free telephone.

## WHO IS RELAY NEW MEXICO?

Relay New Mexico has been  
contracted by the State of New  
Mexico since 1993, as part of the  
federally mandated Americans with  
Disabilities Act (ADA), to provide  
functionally equivalent telephone  
access to individuals with a hearing or  
speech impairment.

## A 24 HOUR SERVICE

Services are available 24 hours per  
day, 7 days per week.

## EASY ACCESS

Dial 7-1-1 from anywhere in  
the state and you will be  
connected to a Relay operator.

\* 7-1-1 does not replace 9-1-1.  
9-1-1 should be dialed directly.

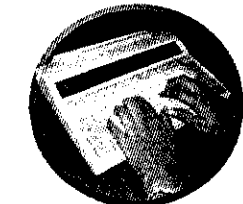
If you have a mild to moderate hearing  
loss, you no longer have to struggle with  
trying to hear what your caller says. Instead,  
Relay New Mexico's staff will type everything  
your caller says and it will appear on your  
captioned telephone.



If you are Deaf or communicate in Sign Language,  
phone calls may be placed through a  
Sign Language interpreter. A high-speed internet  
connection is required. You may also exchange  
your TTY for a more up-to-date model.



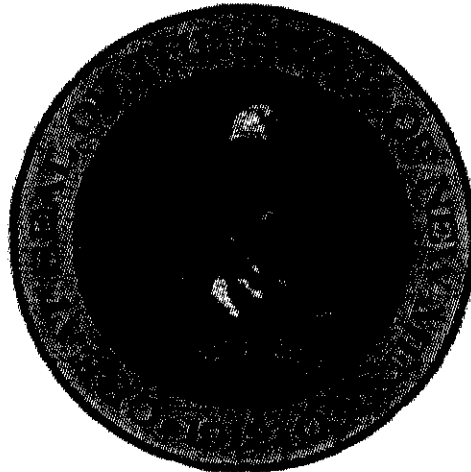
If you have a permanent or temporary speech  
impairment, operators are available to assist.  
You may type what you would like to say  
and one of our staff will read what's been typed,  
or you may speak for yourself and an operator will  
remain on the line if needed.



Interested in learning more? We can present  
to businesses, schools, senior centers and  
more. Our workshops would cover how to  
place and receive Relay calls, possible  
language barriers that may occur during a call,  
and free equipment available to New Mexico  
residents. Our workshops can be tailored to fit  
your needs.



**State Of New Mexico  
General Telecommunications Relay Services Department  
Commission for Deaf and Hard of Hearing  
PO Drawer 26110  
Santa Fe, New Mexico 87502-0110**



**Request For Proposal (RFP)**

**RFP#50-000-00-00066**

**ISSUE DATE: 12 January 2005**

## TABLE OF CONTENTS

I. INTRODUCTION.....	1
A. Purpose Of This Request for Proposals .....	1
B. Summary Scope of Work.....	1
C. Scope of Procurement .....	1
D. Procurement Manager .....	2
E. Definition of Terminology .....	2
F. Background Information.....	5
G. Procurement Library .....	5
II.CONDITIONS GOVERNING THE PROCUREMENT .....	6
A. Sequence of Events.....	6
B. Explanation of Events .....	7
1. Issue of RFP .....	7
2. Pre-proposal Conference.....	7
3. Distribution List Response Due.....	7
4. Deadline to Submit Additional Written Questions .....	7
5. Response to Written Questions/RFP amendments .....	7
6. Submission of Proposal .....	8
7. Proposal Evaluation .....	8
8. Selection of Finalists.....	8
9. Best and Final Offers from Finalists.....	8
10. Oral Presentation/Demonstration by Finalists.....	8
11. Finalized Contract.....	9
12. Contract Award .....	9
13. Protest Deadline .....	9
C. General Requirements.....	10
III. RESPONSE FORMAT AND ORGANIZATION .....	14
A. Number Of Responses .....	14
B. Number Of Copies .....	14
C. Proposal Format .....	14
IV. SPECIFICATIONS.....	15
V. OPERATIONAL, TECHNICAL, AND FUNCTIONAL STANDARDS.....	17
A. Performance Measure Theme To Be Used Throughout The Proposal.....	17
VI. SYSTEM STANDARDS .....	20

A. Equipment, Software, Facilities and Transmission Circuits (All Mandatory) .....	20
B. System Design and Staffing.....	20
C. Service Demand and Capacity .....	21
D. Communications.....	21
E. Minimum Speed of Answering .....	21
F. Sampling.....	21
G. No Answer Message.....	21
H. No User Restrictions.....	21
I. Equal Access.....	22
J. Operator Assistance .....	25
K. Technology .....	27
L. Redundancy Features .....	27
M. Disaster Recovery Plan .....	28
N. Persons with Disability Accessibility Facilities.....	28
O. Complain Program.....	29
P. Call Specific Complaints .....	29
Q. General Complaints .....	29
R. Complaint Procedure .....	30
S. Supervisor Attended Toll-Free Hotline .....	30
T. Documenting of Complaints.....	30
U. Complaint Regulations.....	30
V. Outreach Plan.....	30
W. User Assistance.....	31
X. Consumer Input .....	31
Y. Dissemination of Information .....	31
Z. FCC Compliant Rates.....	31
AA. In State Residence .....	32
BB. Economic Impact Statement .....	32
CC. Management Plan.....	32
DD. Management/transition Plan .....	33
EE. Start-up.....	33
FF. Management Activities.....	33
GG. Project Management.....	33
HH. Management Plan/Approach .....	33
A. Desirable Features.....	34
VII RELAY CENTER STAFFING.....	35
A. Each Proposal Must Include .....	35
B. Operator Monitoring.....	35
C. Disability Awareness.....	35
D. Privacy .....	35
E. Minimum Operator Qualifications.....	35
F. Operator Training.....	36

G. Procedures for Relay Communication .....	36
H. Operator Counseling.....	40
I. Operator Identification .....	41
J. Policy and Procedures Manual .....	41
K. Emergencies.....	41
VIII. BILLING .....	42
A. Billing Arrangements.....	42
B. Call Billing Record .....	42
IX. EXPERIENCE AND REFERENCES .....	45
A. Organization/Company Experience .....	45
B. Project Implementation Staff.....	45
X. EVALUATION.....	46
A. Evaluation Point Table/Summary.....	46
B. Evaluation Factors .....	46
C. Evaluation Process .....	48
XI. APPENDECES.....	50
A. Acknowledgement of Receipt Form .....	50
B. Contract Terms and Conditions .....	52
C. Forms .....	66

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's General Services Department is requesting proposals for an intrastate only, State of New Mexico Telephone Relay Service, to provide equal access for those persons with hearing and speech disabilities.

### B. SUMMARY SCOPE OF WORK

The scope of work shall consist of establishing and operating a statewide, intrastate only, Telephone Relay Service (TRS) and captel service, which will allow people with hearing and/or speech disabilities to use the telephone efficiently. The TRS will be equipped specialized equipment and staffed by communication assistants (CA) to relay conversations between people who use text telephones and people who use the general public telephone system. The TRS will provide two (2) 1-800 numbers for user access for all TRS service (including all local and intrastate toll calls) through the relay. One (1) of the numbers will be for TTYs and the other number will be used for voice.

The initial contract shall begin on July 1, 2005 and end on 30 June 2006~~8~~. The contract period will be for an initial one three (3) year with ~~one two, three two~~ two year (~~3 2~~), renewals at the option of the State. In no way will the contract exceed seven (7) years.

### C. SCOPE OF PROCUREMENT

The Department intends to procure the continuation of service for an unrestricted, 24 hours/day, 7 days/week telecommunications relay service that enables the State's over 150,000 communicatively disabled individuals to access the switched public telephone network for communications to and from all other persons in the state, the nation, and the world. The existing nationwide toll-free number, 1-800-735-2258, shall be used. Additional toll free numbers provided under this solicitation will remain the property of the State of New Mexico. All Offerors with experience in providing these specialized network services are invited to submit proposals.

The successful contractor will be expected to establish and operate the telecommunications relay service in compliance with specifications outlined in this RFP. This includes providing all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and/or operation of the Relay Center. Eighty percent of inbound relay calls must be processed in New Mexico and twenty percent or relay calls can be rerouted to relay centers in other states.

Considering the rapid growth of technology in the communications industry, the contractor is strongly encouraged to take advantage of innovations to improve the New Mexico Relay. Additionally, the contractor is encouraged to present new features or services that may enhance the quality of the services to the New Mexico Relay administrator.

Offerors will submit one proposal with four (4) pricings.

D. PROCUREMENT MANAGER

The General Services Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose name address and telephone number are listed below:

Tom Dillon  
Commission for Deaf and Hard of Hearing  
P.O. Box 5138  
Santa Fe, New Mexico 87502-5138

(Physical location, 2055 South Pacheco, Suite 450, Santa Fe NM 87505)

Tel. 505-827-7277 (TTY)  
FAX: 505-827-7273  
e-mail Tdillon@doh.state.nm.us

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Offerors' may contact ONLY the Procurement Manager regarding this procurement. Other state employees do not have the authority to respond on behalf of ASD.

E. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"711" means abbreviated dialing code for accessing all types of relay services anywhere in the United States.

"ADA" means Americans with Disabilities Act.

"Access Line" is the facility that allows the customer of a local exchange company or radio communications service to access the local or toll network, with the exception of dedicated facilities such as private line.

"Agency" means the New Mexico General Services Department.

"ASL" "American Sign Language" is a visual language based on hand shape, position, movement, and orientation to each other and the body.

"ASCII" is an acronym for American Standard Code for information Enter exchange which employs an eight bit code and can be operate at any standard transmission rate including 300, 1200, 2400 and higher.

"Baudot" is a seven bit code, only five of which are information bits. Baudot is used by some test telephones to communicate with each other at 45.5 baud rate.

"Captel" is Captioned Telephone.

"CDHH" New Mexico Commission for the Deaf and Hard of Hearing.

"Common Carrier or Carrier" is any common carrier engaged in interstate telecommunications by wire or radio, or any common carrier engaged in intrastate telecommunications by wire or radio, (New Mexico is a single LATA state).

"Communications Assistant", (CA) is a person who translates conversation for text to voice and from voice to text between two end users of TRS.

"Condition Power" means a number of methods for providing power to sensitive telecommunication or computer equipment. Depending upon the telecommunications or computer equipment involved, it may be as little as surge protection alone, or it could extend to rectification of the line AC and a large battery bank capable of carrying the load for several hours. Typical "condition power" installations convert line AC to DC which maintains a battery bank from which the telecommunications or computer equipment is normally powered. Depending on the application, the batteries are sized to carry the full load from a few minutes to several hours. The common term for this arrangement is Un-interruptable Power System (UPS). Installations where telecommunications or computer equipment is normally powered directly from line AC but with a battery back-up arrangement is not "conditioned power".

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" shall mean successful offeror.

"Determination" means the written document of a decision of a procurement manager including findings of fact required to support decisions. A determination becomes part of the procurement file to which it pertains.

"DFA" means Department of Finance and Administration for the State of New Mexico.

"Documentation" refers to manuals, handbooks, maintenance libraries, and other publications listed in the Equipment and Service Schedule or supplied with Equipment listed in the Equipment and Services Schedule or supplied connection with Services.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"Hearing Carry Over" is a reduced form of TRS where the person with the speech disability is able to listen to the other end user and in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation.

"Chief Information Officer" (CIO) means an executive appointed by the Governor of the State of New Mexico to oversee and manage the state's data processing and telecommunications.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" means any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsible Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

"State" means the State of New Mexico.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative thereof.

The terms "must", "shall", "will", "is required", "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

Abbreviations include the following: General Services Department (GSD), Administrative Services Division (ASD), Commission for the Deaf and Hard of Hearing (CDHH) Chief Information Officer (CIO), Request for Proposals (RFP),

## F. BACKGROUND INFORMATION

1. Telecommunications relay service is critical given the importance that telecommunications plays in a person's ability to participate in this information age. It provides telephone access to a significant number of Americans who, without it, might not be able to make or receive calls from others. According to the National Center for Health Statistics, more than 28 million people are deaf or have a hearing disability, and more than 2.7 million people have a speech disability.
2. TRS is a critical tool for employment. If people with hearing or speech disabilities cannot communicate by telephone, their ability to compete and succeed in today's job market is threatened. Being able to place a phone call to a prospective employer, to answer an advertisement for a job, to receive training, and to advance one's career through formal and informal networks depends largely on one's ability to communicate with many different individuals and entities. According to recent statistics on employment of persons with disabilities, there are significant differences between working-age Americans with hearing and speech disabilities and those without disabilities.
3. The cost of New Mexico's Relay Service is funded by a surcharge applied by the local telephone companies to their individual customer bills for switched local exchange access service. The surcharge is currently 33/100 of 1% of every instate telecommunications revenue dollar. Users of the system are charged for that portion of the cost of service being equal to the cost that would be paid by a non-disabled person using the telephone. The telecommunications relay service must provide a comparable level of access and quality that standard telephone service provides to a person without a hearing or speech disability in order to complete the Equal Access equation
4. The New Mexico Relay Service became operational on July 26, 1993 and processes over 18,000 calls per month.
5. The caller can use a text telephone (TTY) to dial the telephone number of the local TRS center. For the TTY user, this first step - the inbound call to the TRS center - is functionally equivalent to receiving a dial tone. The CA in turn places an outbound voice call from the TRS center to the called party. The CA serves as the link in the conversation, converting all typed TTY messages from the TTY caller into voice messages, and all voice messages from the called party into typed messages for the TTY user. The process is performed in reverse when a voice telephone user initiates the call to a TTY user. This form of TTY-based TRSG.

## G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are

welcome to check out a set of library documents for review or reproduction for a period not to exceed 24 hours.

The library contains information listed below:

Procurement Regulations, 1 NMAC 5.2

TRS Rules –[www.fcc.gov/cgb/dro/4regs.html](http://www.fcc.gov/cgb/dro/4regs.html)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and specifies general requirements for the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue RFP,	Agency, State Purchasing	01/14/05
2. Pre-Proposal Conference	Agency, Potential Offerors Evaluation Committee	01/21/05
3. Distribution List Response	Potential Offerors	01/21/05
4. Deadline to Submit Additional Questions	Potential Offerors	01/27/05
5. Response to Written Questions/RFP Amendments	Agency	02/04/05
6. Submission of Proposal	Offeror	03/15/05
7. Proposal Evaluation	Evaluation Committee	03/23/05
8. Selection of Finalists	Evaluation Committee	03/24/05
9. Best and Final Offers	Evaluation Committee	03/28/05
10. Oral Presentations	Offerors, Evaluation Committee	04/04/05
11. Finalize Contract	Agency, Offeror	04/18/05
12. Contract Award	Agency	04/21/05
13. Protest Deadline	Offeror	05/07/05